



South Area Fire Emergency Response OFFICAL MEETING AGENDA OF THE BOARD OF DIRECTORS

This regular meeting of the SAFER Board of Directors, composed of five (5) members, will convene at Rib Mountain Town Hall, 3700 N. Mountain Rd., Wausau, WI 54401 on **Thursday, March 31, 2016 at 6:00 P.M.**, to consider the following matters:

A. Opening of Session.

1. Meeting called to order by Chairman Opall at 6:00 p.m.
2. Pledge of Allegiance to the Flag.
3. Clerk will take attendance and roll call.
4. Request for silencing of cellphones and other electronic devices.

B. Correspondence/Comments from the public.

5. Comments from the public on issues, or matters which the SAFER Board of Directors has oversight over.

C. Consent Items

6. Approval of prior meeting minutes from March 9, 2016

D. Business Items.

7. SAFER Charter discussion and possible action

E. Staff Reports

8. Report from Fire Chief.
9. Report from Administrators.

F. Remarks from the Board of Directors to set the next meeting date, as well as discuss items for the next meeting agenda. (No motions will be made, and no action will be taken related to policy affecting S.A.F.E.R. as a result of this agenda item):

G. Adjourn

This notice was posted at the Rib Mountain and Weston Municipal Centers, and on the Village of Weston's website at www.westonwi.gov, and was emailed to local media outlets (Print, TV, and Radio) on 3/23/16 @ 1:00 p.m. A quorum of members from other SAFER District, Town of Rib Mountain, and Village of Weston governmental bodies (boards, commissions, and committees) may attend the above noticed meeting in order to gather information. No actions will be taken by any other board, commission, or committee of SAFER / Town / Village, aside from the SAFER Board of Directors. Should a quorum of other government bodies be present, this would constitute a meeting pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis.2d 553,494 N.W.2d 408 (1993). Wisconsin State Statutes require all agendas for public meetings be posted in final form, 24 hours prior to the meeting. Any posted agenda is subject to change up until 24 hours prior to the date and time of the meeting. Any person who has a qualifying disability as defined by the Americans with Disabilities Act requires that meeting or material to be in accessible location or format must contact the Rib Mountain Municipal Center at 715-842-0983, by 2pm the Friday prior to the meeting so any necessary arrangements can be made to accommodate each request.



**OFFICIAL MEETING MINUTES
SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT
Board of Directors Regular Meeting
Wednesday, March 9, 2016 @ 6:00 P.M.**

A. Call to Order

The regular meeting of the South Area Fire and Emergency Response District Board of Directors was called to order at 6:03 PM by SAFER Board Chairman Allen Opall.

MEMBERS PRESENT – Opall, White, Ermeling and Langenhahn. Kachel was absent and excused. Chief Savage, DC Finke, John Jacobs and Administrator Rhoden were also present. SAFER Attorney Shane Vanerwaal and Town of Rib Mountain attorney Kevin Terry were also present.

B. Correspondence/Comments from the public on issues related to the SAFER District

There was no public comment or correspondence.

C. Business Items

1. SAFER Charter discussion and possible action
Chief Savage reviewed language changes discussed at a work session in February. There was a lengthy discussion on the buy-in process, withdrawal and/or dissolution of the district. Attorney Vanderwaal will draft the changes discussed and present at the next meeting.
2. Purchase of new rescue/pumper discussion and possible action
Chief Savage stated Custom Fire has been chosen as the vendor for the new rescue/pumper truck. He stated the price came in under budget, which will be put toward equipment for this apparatus.

D. Staff Reports

1. Report from Fire Chief
Chief Savage reported on a legal issue staff is involved with. He also reported on applicants for the BC position.
2. Report from Administrators
None

E. Remarks from the Board of Directors to set the next meeting date, as well as discuss items for the next meeting agenda (No motions will be made, and no action will be taken related to policy affecting SAFER as a result of this agenda item): **Meeting date to be determined.**

Chairman Opall commented on a meeting he was a part of with the Village of Maine.

F. Adjourn

Langenhahn/Ermeling to adjourn at 7:47 p.m.

Prepared by Rhonda Christiansen on March 28, 2016.

**FIRST AMENDMENT TO
CHARTER OF
SOUTH AREA FIRE & EMERGENCY RESPONSE DISTRICT**

THIS AGREEMENT is made, this ____ day of March, 2016, by and between the Town of Rib Mountain (“Rib Mountain”), a political subdivision of the State of Wisconsin, Marathon County, the Town of Weston (“Town of Weston”), a political subdivision of the State of Wisconsin, Marathon County, and the Village of Weston (“Village of Weston”), a political subdivision of the State of Wisconsin, Marathon County, (collectively referred to herein as “the Municipalities” or singularly “the Municipality”), is entered into pursuant to the authority of Wis. Stats. §§66.0301, 60.55, and 61.65; and

WHEREAS, the Village of Weston and the Town of Rib Mountain provide fire protection, emergency medical services and certain other approved and related emergency services within and for the geographical area in each political jurisdiction, and beyond, as described in the SAFER Charter entered into between them on June 11, 2013 (the “SAFER Charter”); and

WHEREAS, the Village of Weston and Town of Rib Mountain wish to expand SAFER through the joining of the Town of Weston and each of the Municipalities have determined that it is in their best interest to continue a fire department and ambulance service to be called the South Area Fire & Emergency Response District (hereinafter "the District") pursuant to Wis. Stats. §§60.55, 61.65 and 66.0301; and

WHEREAS, it is the common understanding of the Municipalities that creating and continuing the District will provide greater protection against fire losses within the Municipalities, a more effective and efficient firefighting and emergency medical service agency, and financial savings and benefits to the Municipalities' taxpayers; and

WHEREAS, the Municipalities have agreed that the District shall continue to be a hybrid model, combining full-time and paid-on-call professionals; and

WHEREAS, the Municipalities shall continue to retain ownership of their buildings where SAFER is housed; and

WHEREAS, the Town of Weston seeks membership in the SAFER District under certain terms and conditions set forth herein; and

WHEREAS, by this First Amendment, the Municipalities wish to amend, update and supersede the SAFER Charter dated June 11, 2013; and

NOW, THEREFORE, the Municipalities jointly agree that the SAFER Charter is hereby amended and superseded as set forth herein. However, the purpose and establishment set forth in the SAFER Charter shall continue. Specifically, for the furnishing of firefighting services and medical ambulance services to the territory included within that area defined herein to be maintained and operated in accordance with the following, terms, conditions and plan:

I. PURPOSE

The purpose of the District is to provide fire protection, emergency medical service and certain other approved and related emergency services to the Municipalities and to such other areas with whom the District may contract.

The initial "primary service area" shall include only those municipalities or portions of municipalities set out below:

1. Village of Weston. All of the area within the present and future corporate limits of the Village of Weston.
2. Town of Rib Mountain. All of the area within the political boundaries of the Town of Rib Mountain.
3. Town of Weston. All of the area within the political boundaries of the Town of Weston.
4. The service area of the District also may include contracted Fire/EMS response services.

II. GOVERNANCE

The District shall be governed by the South Area Fire & Emergency Response District Board of Directors (hereinafter "the Board").

1. Board Members and Terms of Office. The Board shall consist of seven (7) members. The Rib Mountain Town Board Chairperson or his/her designee, the Village of Weston President or his/her designee, and the Town of Weston Chairperson or his/her designee, shall serve as members. The Village of Weston and Town of Rib Mountain shall each designate one additional member. Members shall serve at the pleasure of the municipality that appointed him/her. The above designated Board members shall agree upon two (2) additional Board members appointed at-large who shall be representatives from the municipalities receiving services from the District under contract. Nominations for the two representative Board members shall be submitted to the District's Secretary-Treasurer and shall be approved by a majority of the five Municipalities' representatives set forth herein immediately above. Initially, the two (2) at-large/representative members shall have one (1) member serve for a one-year term and the other member for a two-year term. Thereafter the at-large/representative Board members shall serve for two-year terms.
2. Future Board Expansion. If a new member Municipality joins SAFER, then the chief elected official of the new municipality shall replace one of the at-large member/representative members as approved by a majority of the member Municipalities Board representatives.
3. Quorum. A majority of the members of the Board shall constitute a quorum.

4. Official Action. Except as expressly provided in this Amended Charter, an act of a majority of the members of the Board present at a meeting in which a quorum is present shall be the act of the Board.

5. Meetings. Meetings of the Board shall be held at least once each calendar quarter and otherwise at the call of the Chair or upon the written request of at least two (2) members of the Board. Notice of a meeting of the Board shall be given to the members in writing not less than 24 hours prior to the time of the meeting.

6. Voting Requirements Exception. The affirmative vote of all seven (7) Board members shall be required for:

- a. The purchase or sale of any asset having a value in excess of \$50,000.00;
- b. The abandonment or relocation of any fire station; and
- c. Any amendments to this Amended Charter.

7. Officers. The Board shall elect a Chair and a Vice Chair. The officers shall be elected at the first meeting of the Board occurring after May 1 of each year, and officers elected shall hold office until their successors are duly elected and qualified.

8. Compensation. No compensation shall be paid to the members of the Board for their services, but they may be reimbursed for actual necessary expenses incurred if so authorized by the Board, and if funds are contained within the approved budget.

9. Powers. Except as limited by this Amended Charter or amendments hereto, the Board shall have all the power and duties authorized under the Wisconsin Statutes relating to the operation of the District. Such powers shall include, but not be limited to, the following:

- a. In case of the death, disability, resignation, discipline or termination of the Fire Chief for cause, to designate an interim Fire Chief until a new Fire Chief is accepted by the Commission.
- b. To negotiate, and approve or reject mutual aid agreements with other fire departments and to authorize execution of such agreements.
- c. To own, purchase, encumber, sell, or lease real property in the name of the Department, for the purposes of the Department, upon such terms and conditions as it deems appropriate.
- d. To own, hire, rent, lease, purchase, encumber and sell vehicles, equipment, services or other personal property or supplies for Department purposes, upon such terms and conditions as it deems appropriate.

- e. To adopt procedures, personnel rules, and operating policies and rules.
- f. To contract to provide fire protection services or ambulance services or both to or for other Municipalities or portions of other Municipalities upon such terms and conditions as it deems appropriate.
- g. To establish rates of pay and fringe benefits for the Fire Chief and other employees and members of the Department.
- h. No more often than annually to establish a uniform fee for fire inspections within the Municipalities and primary service area of the Department to be paid by the property owner. In addition to the uniform fee, a mileage rate may be charged for inspections.
- i. To establish annually a base fee to be paid by each municipality in the District.
- j. To establish annually a uniform rate per call to be charged for fire services provided outside the primary service area.
- k. To establish a uniform rate per call to be charged to each individual for ambulance services provided within the primary service area; a uniform rate per call to be charged to each individual for ambulance services provided outside the primary service area; mileage rates to be charged for use of department vehicles; and rates to be charged for supplies expended.
- l. To designate a depository for Department funds.
- m. To secure insurance for the Department including, without limitation, fire and casualty, liability, workers' compensation, and errors and omissions coverage.
- n. To sue and be sued in accord with state law.
- o. To designate an official newspaper for required publications by the District.
- p. To exercise such additional powers as are authorized by law and as are reasonably necessary to effectuate the purposes of the District and to the exercise of the authorities granted by this Amended Charter.

10. To the extent necessary, the competitive bidding requirements of the state statutes shall be complied with. However, at a minimum, all purchases which exceed \$50,000.00 shall require an attempt to obtain a minimum of three (3) bids from vendors. Purchases exceeding \$150,000.00 shall require a sealed bid process to be opened by the Board of Directors at a board meeting.

III. FIRE COMMISSION

The Municipalities hereby wish to continue a Fire Commission ("the Commission") as provided by Wis. Stat. §§ 61.65 and 62.13.

1. Selection of Commissioners. The Commission shall continue to have five (5) members. One (1) commissioner shall be selected by the Village of Weston President, one (1) commissioner shall be selected by the Town of Rib Mountain Chairman and one (1) commissioner shall be selected by the Town of Weston Chairman. The Village of Weston commissioner appointment shall serve for four (4) years. The Commissioner appointment by Rib Mountain shall serve for three (3) years. The Town of Weston Commissioner appointment selection by Weston shall serve for two (2) years. A fourth and fifth commissioner shall be jointly selected by the Village President of Weston, the Town Chairman of the Town of Weston, and the Town Chairman of the Town of Rib Mountain who shall each serve one (1) year terms and may be reappointed for unlimited additional terms. After their initial terms, the terms of all other Commissioners will be for a five (5) year period. Vacancies shall be filled by appointment for any unexpired term by the appointing municipality in the same manner as original appointments are made.

2. Quorum. A majority of the members of the Commission shall constitute a quorum.

3. Official Action. The act of a majority of the members of the Commission present at a meeting in which a quorum is present shall be the act of the Commission.

4. Meetings. Meetings of the Commission shall be held as required, but at least once during each calendar year. Meetings of the Commission shall be held upon the call of the Chair or upon the written request of at least two (2) members of the Commission. Notice of a meeting of the Commission shall be given to the members in writing not less than 24 hours prior to the time of the meeting.

5. Officers. As soon as practicable after the initial appointments, the Commission shall elect a Chair, Vice Chair and Secretary. The Secretary need not be a member of the Commission. Officers shall thereafter be elected at the first meeting of the Commission occurring after January 1 of each year. An officer so elected shall hold office until the replacements are duly elected and qualified.

6. Compensation. As compensation for their service, the Commissioners shall receive a per diem dollar amount which shall be set by the Board of Directors. In addition, the Commissioners may be reimbursed for actual necessary expenses incurred if so authorized by the Board of Directors and if funds are contained within the approved budget.

7. Powers. The Commission is to be subject to the provisions of Wis. Stats. §62.13 (2) to (12), exclusive of (6), pertaining to a board of police or fire commissioners or to appointments, promotions, suspensions, removals, dismissals, reemployment, compensation, rest

days, exemptions, organization and supervision of departments, contracts and audits to the extent that the provisions apply to 2nd and 3rd class cities.

IV. ADMINISTRATION

Day-to-day administration of the District personnel and equipment shall be conducted by the Fire Chief, subject to the approval of the Board. The District may employ the following positions, who shall have those duties and responsibilities as set forth below and as described and set forth in each positions Job Description:

1. Fire Chief. The Fire Chief shall be generally responsible for the supervision, scheduling, education, organization and administration of the firefighting personnel and equipment.
 - a. The Fire Chief shall be selected by the Commission. Qualified candidates will be subject to the interview process and a final selection will be made by a majority vote by the Commission.
 - b. The Fire Chief shall have authority, subject to approval by the Commission, to designate the Deputy Fire Chief.
 - c. The Fire Chief shall evaluate firefighting personnel, vehicles, supplies, equipment, and services available to the District and shall make recommendations for their purchase or hiring to the Board and/or Commission.
 - d. Upon notification to the Chair of the Board or the Vice Chair of the Board, the Fire Chief may purchase any unbudgeted items he/she deems necessary without prior approval of the Board not to exceed \$5,000.00 per item.
 - e. The Fire Chief shall perform such other and additional related duties as are authorized by law and/or as accorded to him by the Board to achieve the purposes of the District.
2. Deputy Fire Chief. The Deputy Fire Chief shall act as Fire Chief during the absence of the Fire Chief, and shall perform such district duties as are assigned to him by the Fire Chief.
3. EMS Division Chief. The EMS Division chief shall plan, direct, manage and evaluate the Emergency Medical Services of the district while maintaining department records and assisting in the day to day administrative duties, and all tasks assigned by the Board of Directors.
4. Battalion Chief. The Battalion Chiefs (Shift Commanders) shall be generally responsible for the supervision of personnel during their shift for both nonemergency and emergency activities in accordance with the Board of Directors approved current S.A.F.E.R. Job

Descriptions. The Fire Chief shall appoint, subject to the approval of the Commission, all Battalion Chiefs.

5. Fire Inspector. The Captain of the Inspection Bureau (Fire Inspector) shall be responsible for; completing fire inspections in all S.A.F.E.R. responsible municipalities, approve or deny occupancy variances pertaining to fire protection, work with building inspection departments for the betterment of fire protection, and when needed, participate in fire cause and origin investigations. In addition, he / she shall perform all tasks assigned by the Board of Directors.

6. Paid-on-Call Professionals. The balance of personnel shall consist of paid-on-call professionals with various rank from probationary Firefighter, Firefighter, First Responders, Transfer Paramedic, Transfer Nurse, Firefighter/EMT, Firefighter/Paramedic, Motor Pump Operator (MPO), Safety Officers, Lieutenants, Captains and any additional positions created by the by the Board of Directors. In addition, tasks assigned by the Board of Directors.

V. OWNERSHIP OF ASSETS

1. The Village of Weston and Town of Rib Mountain have transferred to the District's custody, use and control, but not ownership, of the buildings used by the District.

2. Rib Mountain Public Safety Building. The first station, and primary operating place of business, shall continue to be the Rib Mountain Public Safety Building, which is located at 5901 Hummingbird Road, Wausau, WI 54401. The Municipalities acknowledge and understand the Public Safety Building shall remain fee titled in the name of the Town of Rib Mountain.

3. Weston Public Safety Building. The secondary station and additional operating place of business shall be portions of the Weston Public Safety Building, located at 5303 Mesker Street, Weston, WI 54476. The Municipalities acknowledge and understand the Public Safety Building shall remain fee titled in the name of the Village of Weston.

4. General maintenance costs, capital improvements and other matters related to the upkeep of both of the Public Safety Buildings, shall be as set forth in the SAFER Department Occupancy Cost-Sharing Agreement to be executed and approved by the Board and the Municipalities and when so executed and approved a copy of which will be attached hereto and incorporated herein as Exhibit B.

5. The District currently maintains and owns extensive equipment necessary for the operation of its respective fire/ems department. It is agreed that this equipment shall continue to remain the exclusive property of the District. All future equipment acquisitions and/or capital expenditure acquisitions for or on behalf of the District will be determined by the operating budget of the District and which shall have ownership vested in it.

6. The Municipalities hereby agree that the District has purchased title to and possesses all of the firefighting, rescue, and ambulance vehicles, equipment and supplies in

possession of the District and that such vehicles, equipment, and supplies then are the sole and exclusive property of the District.

VI. BUDGET AND FINANCE

1. Commencing October 1, 2016 and each October 1 thereafter, the District shall submit a proposed budget to cover the District's income, operating expenses, capital expenditures and capital improvement projects for the succeeding year to the Municipalities. No expenditure shall be made by the District until the budget has been approved by all of the Municipalities' governing bodies as approved for herein. Budget amendments shall be approved by the Board of Directors and all of the Municipalities' governing bodies.

2. Costs for the District shall be shared by the Municipalities based upon the funding formula herein.

3. If it is determined by the Board of Directors that non-budgeted expenditures requiring additional funds from the Municipalities are required during any time throughout a year, the Municipalities shall have the right to approve any proposed non-budgeted expenditures. Notice of such proposed and non-budgeted expenditures shall be given in writing to each of the Municipalities. The Municipalities shall then place the expenditure request on each of their respective agenda's at their next regularly scheduled board/council meeting for discussion and approval in accordance with Wis. Stats. §§65.06(6), 60.40(5) and 65.90.

4. Depository. The Board shall designate a public depository or depositories for its accounts. All funds of the District shall be considered public deposits.

5. Disasters/State of Emergencies. Should a disaster/state of emergency be declared by the appropriate State and/or Federal officials/entities, the Municipalities agree that if funds/grants become available to defray the cost and expense related to the services of the District for responding and providing service in said Municipalities' territory, said Municipality shall pay to the District the funds or grant money received. Payment for said services by the District shall be made by the Municipality to the District within thirty (30) days of receipt of the funds/grant monies being received by the Municipality.

VII. FISCAL AGENT

1. The Village of Weston agrees to be the District's Fiscal Agent for the calendar year 2016 without charging a fee for such services. Proposals for the appointment of the District's Fiscal Agent for future years shall be submitted by the Municipalities, contracted municipalities or third parties for the calendar year 2017 and beyond. Proposals shall include the term and annual fee for such services. The Board shall select the Fiscal Agent.

2. Duties of the Fiscal Agent shall include:

a. Maintaining financial records;

- b. Receiving and disbursing funds;
- c. Providing payroll administration;
- d. Administering insurance program(s);
- e. Any other duties as directed by the Board of Directors.

VIII. PAYMENT OF EXPENSES

The Municipalities shall bear and pay the net operating expenses and capital expenditures of the District as established according to the following procedures and proportions.

1. **Financing Formula.** Each participating municipality's annual financial contribution to the District's operating, maintenance and capital budget shall be calculated based on the following formula:

- a. **Population.** Thirty-three and 33/100 percent (33.33%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage share of the total population of the Municipalities, as determined by the State of Wisconsin for the prior year.
- b. **Equalized valuation.** Thirty-three and 33/100 percent (33.33%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage share of the total equalized valuation, excluding land, of all the Municipalities, as determined by the State of Wisconsin for the prior year and as adjusted as hereafter provided.

Total equalized valuation, excluding land, shall be divided into residential, commercial and industrial classifications and shall include valuation from TIF Districts. A multiplier of one for total residential valuation (including value of "other" under the equalized valuation formula), two for total commercial valuation and three for total industrial valuation shall be applied. The total of the multiplied valuations for each municipality shall be divided by the total of the multiplied valuations for all the municipalities and multiplied by 100 to determine each municipality's proportionate percentage share.

- c. **Inspectable Structures.** Thirty-three and 34/100 percent (33.34%) of the total budget contribution shall be shared among the Municipalities in proportion to each municipality's percentage of inspectable structures. There shall be attributed to each Municipality a minimum of ten (10) structures.

2. **Municipality Payments.** The Fiscal Agent will submit to each municipality a statement requiring payment of that municipality's share of the estimated net operating expenses

and capital expenditures for the fiscal year which must be paid to the Fiscal Agent in quarterly payments. This notice shall be given not later than fifteen days following approval of the District's budget. Payment shall be due by the Municipalities on the 1st, 4th, 7th and 10th month of the year. If any ~~M~~municipality fails to pay in full each payment to be made by it as provided by this Amended Charter on the due date, such defaulting ~~m~~Municipality shall be indebted to the other Municipalities for the payment due plus interest at the prevailing prime rate in Wausau, Wisconsin from the due date until payment. Legal action to enforce such payment due by the defaulting ~~m~~M Municipality may be taken by the Board.

3. If the Board of Directors recommends adopting a modification of the contribution ratio or contribution formula, then this shall be amended as recommended by the Board of Directors upon the approval of a three-quarter majority vote of each Municipalities' respective boards.

IX. EXPANSION OF DISTRICT MEMBERSHIP

1. Additional municipalities may join the District upon the following conditions:

- a. The proposed additional territory is contiguous to the then-existing boundaries of the District or geographically advantageous for the operation of the District;
- b. The addition of either members or proposed territory and the terms and conditions pertaining to such additions are approved by the Board and ratified by each of the Municipalities participating in the District; and
- c. That each municipal applicant agrees with the vision, mission, and operating principles of this District, which is a hybrid model of using a combination of full-time and paid-on-call professionals.

2. Buy-In. Buy-in for a municipality will be upon mutual agreement of the Board of Directors and the municipality entering SAFER and based on how the joining municipality is identified in each category of the four (4) following categories.

- ~~a.~~ a. Municipality without any current services (contracted out for fire/ems protection). The buy-in shall be calculated to meet the increased need for staffing, maintenance and supplies needed to adequately protect the municipality (as determined by the Fire Chief). The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, ~~During~~ the initial three (3) year buy-in period, the joining municipality shall be responsible and assessed its share of the ~~have no further~~ budgetary obligations ~~except~~ as provided in Article VI, ~~¶ 3 (non-budgeted expenditures)~~.

- b. Municipality with EMS services without a firehouse. The buy-in shall be calculated to meet the increased need for staffing, maintenance and supplies needed to adequately protect the municipality (as determined by the Fire Chief). Additional funds could include but not limited to apparatus and erecting a firehouse if the municipality wanted 24/7 staffing in their municipality. Existing staff would be required to apply to the District and could be granted a grace period of 24 months to obtain certifications to meet existing District job descriptions. The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, during the initial three (3) year buy-in period, the joining municipality shall be responsible and assessed its share of the budgetary obligations as provided in Article VI.

~~During the initial three (3) year buy-in period, the joining municipality shall have no further budgetary obligations except as provided in Article VI, ¶ 3 (non-budgeted expenditures).~~

- c. Municipality with volunteer Fire/EMS services with a firehouse without quarters. The buy-in shall be calculated to meet the increased need for staffing, maintenance and supplies needed to adequately protect the municipality (as determined by the Fire Chief). Existing staff would be required to apply to the District and could be granted a grace period not to exceed 24 months to obtain certifications to meet existing District job descriptions. The buy-in amount would be offset by the transferred ownership of all equipment and apparatus to SAFER District. Additional funds could include but not be limited to additional apparatus or retrofitting the existing firehouse for living quarters to include, offices, bunk rooms, kitchen, locker rooms and a day room (as deemed appropriate by the Fire Chief). The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, during the initial three (3) year buy-in period, the joining municipality shall be responsible and assessed its share of the budgetary obligations as provided in Article VI.

~~During the initial three (3) year buy-in period, the joining municipality shall have no further budgetary obligations except as provided in Article VI, ¶ 3 (non-budgeted expenditures).~~

- d. Municipality with full time Fire/EMS services with a full functional firehouse. The buy-in shall be calculated to meet the increased need for staffing, maintenance and supplies needed to adequately protect the municipality (as determined by the Fire Chief). The buy-in amount would be offset by the transferred ownership of all equipment and apparatus to SAFER District. Existing POC (Paid On Call) staff, if any, would be required to apply to the District and may be granted a grace period not to exceed 24 months to obtain certifications to meet existing District job descriptions. Existing career staff would be required to apply to the

District and be offered full time employment only after passing the written and practical assessment center, interview with the District Deputy Chief and Chief, and approval of District Fire Commission. The buy-in funds shall be paid to the District amortized over the first three (3) years of membership and then incorporated into the annual funding calculations. In addition, during the initial three (3) year buy-in period, the joining municipality shall be responsible and assessed its share of the budgetary obligations as provided in Article VI. During the initial three (3) year buy-in period, the joining municipality shall have no further budgetary obligations except as provided in Article VI, ¶ 3 (non-budgeted expenditures).

3. The Town of Weston's buy-in is as set forth on Exhibit A attached hereto and incorporated herein.

X. WITHDRAWAL FROM DISTRICT

The Municipalities pledge to participate in the District for a minimum of five (5) years from their joining of the District. The procedure for withdrawal and distribution of assets shall be accomplished as follows:

1. Withdrawal from the District is permitted at the end of any calendar year (after five (5) years) providing that such withdrawing ~~M~~municipality gives at least nine (9) months written notice to the other participating ~~M~~municipalities and to the Board.

2. The withdrawing Municipality shall receive the amount of its financial contribution set forth on Exhibit B. Exhibit B represents fifty percent (50%) of the withdrawing Municipalities buy-in determined in Article IX.2. No withdrawing Municipality may claim any portion of the assets of the District or be entitled to any other compensation for past contributions for vehicles, equipment or supplies purchased whatsoever. Any such withdrawal shall not affect the obligations of the remaining Municipalities under the terms of this First Amendment to Charter.

~~2. The withdrawing Municipality's interest in the District shall be its percentage of the formula as set forth in Article VIII, paragraph 1 above. The fair market value of this interest shall be determined by an appraiser mutually agreed upon between the withdrawing Municipality and the Board of Directors (exclusive of the vote of the representative(s) of the withdrawing Municipality). The appraiser so chosen shall be a professional appraiser who shall be a member in good standing of a recognized statewide appraisal or business valuation association and properly licensed as such, if applicable, in the State of Wisconsin. The appraisal shall be conducted in accordance with the guidelines of such association, or absent the same, in accordance with the guidelines of the most current valuation standards for the licensure of said appraiser. The fair market value of the withdrawing Municipalities' interest shall take into account all assets and liabilities of the District, including by way of enumeration without limitation, debts, mortgages, liens, accrued taxes, insurance premiums, personnel of the District, and such other risks and liabilities of the District deemed appropriate by said appraiser. Payment of the withdrawing Municipalities' interest in the District shall be made by the District within one (1) calendar year of~~

~~the withdrawal. The withdrawing Municipality shall be solely responsible for all costs/expenses of the appraiser.~~

~~3. Except to determine the withdrawing Municipality's interest set forth in Article X, paragraph 2 above, no withdrawing Municipality may claim any portion of the assets of the District or be entitled to any other compensation for past contributions for vehicles, equipment or supplies purchased whatsoever. Any such withdrawal shall not affect the obligations of the remaining Municipalities under the terms of this First Amendment to Charter.~~

~~4. Except as the parties may otherwise agree, the withdrawing Municipality shall be responsible for its proportionate share of all liabilities incurred by the District prior to the effective date of its withdrawal, including, but not limited to, attorney fees, settlements, damages, or any form of debt or bonded indebtedness or notes, any retirement incentives or any other liabilities incurred by the District pursuant to its approved budget. For any liabilities due after the effective date of the withdrawal, the withdrawing Municipality shall be responsible for its share of liabilities as that share is determined under the financing formula in Article VIII herein in the year immediately preceding the effective date of the withdrawal.~~ 3. ____ -The District shall name the withdrawing Mmunicipality as an additional insured on any and all insurance policies providing liability coverage for occurrences or claims made prior to the effective date of withdrawal. Any additional charges incurred by the District for such coverage will be paid by the withdrawing Mmunicipality.

XI. DISSOLUTION OF DISTRICT

The District may be dissolved by a unanimous vote of the Board. Notice of Intent to Request Dissolution shall be given at least nine months before the end of any calendar year. A dissolution resolution shall be effective at the end of the calendar year. All equipment purchased by the District shall be sold and the net proceeds shall be distributed to each Municipality based on each Municipality's percentage as determined under the formula in Article VIII, paragraph 1 above.

XII. DISPUTE RESOLUTION

If a dispute arises between the parties concerning any terms or conditions of this Charter, the following procedures shall be utilized to resolve the dispute:

- Step One: Meeting between Administrator/Chief Elected Official and Fire Chief of each participating municipality.
- Step Two: Mediation
- Step Three: Arbitration

In the event that mediation occurs, the parties shall mutually agree upon a Mediator. In the event that arbitration occurs, the arbitration shall result in a hearing before a panel of three individuals, which shall include one arbitrator or independent hearing officer selected by each

party and one individual selected by mutual agreement of the parties. Any decision by the arbitration panel shall be legally binding and final. The parties shall split equally the total cost of the arbitrators and each party shall bear their own costs incurred during the dispute resolution process.

XIII. INDEMNIFICATION

Each hereby agrees to indemnify and hold harmless the other participating Municipalities, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the municipality or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on other participating Municipalities, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the other participating Municipalities, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Each shall reimburse the other participating Municipalities, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

XIV. INSURANCE

The Board of Directors shall obtain liability insurance sufficient to cover the District for claims of loss or damages, which may be occasioned by acts of the District. The costs for the insurance will be included in the operating budget of the District. In the event that liability is incurred for any claim for damages, injury or loss arising out of the operations of the District, either through policy exclusions, under insurance, policy lapse or any other reason, the Town of Rib Mountain, the Town of Weston and the Village of Weston agree to indemnify each other for said uninsured costs and/or damages in accordance with the annual formula contributions established herein.

XV. AMENDMENTS

The Board may, from time to time, propose amendments to this Amended Charter. Any amendment must be unanimously approved by the Board and by each of the participating Municipalities. It is understood and agreed that this Amended Charter shall be regularly reviewed after the date of ratification and amended as necessary.

XVI. EFFECTIVE DATE

This Amended Charter shall be effective upon its ratification by the governing bodies of each Municipality.

VILLAGE OF WESTON

Dated: _____

By: _____
Barbara Erme~~r~~ling, Village President

Attest: _____
Sherry Weinkauff, Village Clerk

TOWN OF RIB MOUNTAIN

Dated: _____

By: _____
Allen Opall, Chairman

Attest: _____
Jessica Trautman, Town Clerk

TOWN OF WESTON

Dated: _____

By: _____
Milton Olson, Chairman

Attest: _____
Sara Stevens, Town Clerk

EXHIBIT A

TOWN OF RIB MOUNTAIN, VILLAGE AND TOWN OF WESTON INTERGOVERNMENT CONSOLIDATION AGREEMENT

FIRST AMENDMENT OF THE CHARTER OF THE SOUTH AREA FIRE AND EMERGENC RESPONSE (S.A.F.E.R.) DISTRICT

1. **Town of Weston services and buy-in**-The Town of Weston recognizes that, prior to the execution of this Agreement, the current S.A.F.E.R District had been established. The Town of Weston further recognizes that the Town of Rib Mountain, and the Village of Weston have accumulated financial equity in the current S.A.F.E.R. District in the form of equipment, supplies, and existing fund balances. In order to contribute its share of the fund balances into S.A.F.E.R., the Town of Weston agrees to contribute no more than thirty thousand and no/100 Dollars (\$30,000.00) per year in fiscal years 2016, 2017, and 2018 for ownership rights/buy-in and annual funding set forth in Article VIII ~~in S.A.F.E.R.~~ regardless of the calculations of the annual participation formula set forth in this document. The totality of the payment will be made to the S.A.F.E.R. District, through its fiscal agent no later than February 15th of each year.
2. In consideration that the Town of Weston did not bring in any equipment or assets into the District, the Town agrees that it shall not participate in any financial benefit resulting from their withdrawal from the S.A.F.E.R. District until its initial membership commitment period of five years has passed.
3. In consideration that the Town of Weston did not bring in any equipment or assets into the District, the Town of Weston agrees that it shall not participate in any financial proceeds resulting from the dissolution of the District until its initial membership commitment period of five years has passed.

EXHIBIT B

50% CONTRIBUTIONS OF MUNICIPALITIES

Village of Weston	\$
Town of Rib Mountain	\$
Town of Weston	\$45,000.00